

LAW OFFICES
McGLINCHEY STAFFORD LANG
A PROFESSIONAL LIMITED LIABILITY COMPANY

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DIRECT DIAL:

11400-MM

February 3, 1997

Secretary
Surface Transportation Board
Twelfth Street & Constitution Avenue N.W.
Washington, D.C. 20423
Attention: Recordation, Room 2311

RE: Documents for Recordation
Trinity Industries Leasing Company
Equipment Trust (Series 1)

RECEIVED
SURFACE TRANSPORTATION
BOARD
FEB 9 9 41 AM '97

Dear Ladies and Gentlemen:

On behalf of Trinity Industries Leasing Company and in accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Surface Transportation Board ("STB") thereunder, enclosed herewith for filing and recordation is the following document:

Two (2) executed originals of Correction Agreement to Equipment Trust Agreement, a primary document, dated as of January 15, 1997, between Trinity Industries Leasing Company (the "Company") and Bankers Trust Company, as Successor Trustee (the "Bank").

The enclosed Correction Agreement referenced above relates to the Equipment Trust Agreement dated as of January 15, 1980 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 11400 on January 22, 1980.

The address of Trinity Industries Leasing Company is 2000 Gardner Expressway, Quincy, Illinois 62306-0867, and the address of the Bank, the Trustee is Four Albany Street, New York, New York 10015.

The railroad equipment covered by the Correction Agreement to Equipment Trust Agreement is described in Exhibit A attached thereto. The foregoing railroad equipment consists solely of cars intended for use relating to interstate commerce.


LAW OFFICES
McGLINCHEY STAFFORD LANG
A PROFESSIONAL LIMITED LIABILITY COMPANY

Enclosed is our firm's check in the amount of \$22.00 to cover the recordation fee.

A short summary of the document appears in the index follows:

Primary Document. Correction Agreement to Equipment Trust Agreement, a primary document, dated as of January 15, 1997, between the Company and the Bank, as Trustee, and covering three (3) railcars.

Very truly yours,



Richard A. Fogel

RAF:slg
Enclosures

cc: Neil Shoop
John Levin, Esq.

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

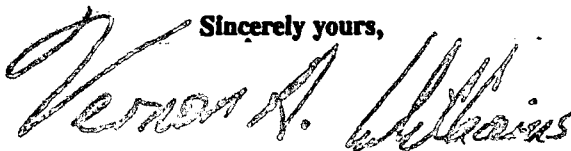
2/4/97

Richard A. Fogel
McGlinchey Stafford Lang
2777 Stemmons Freeway, Ste. 925
Dallas, Texas 75207

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/4/97 at 9:45AM, and assigned recordation number(s). 11400-MM and 16159-A.

Sincerely yours,

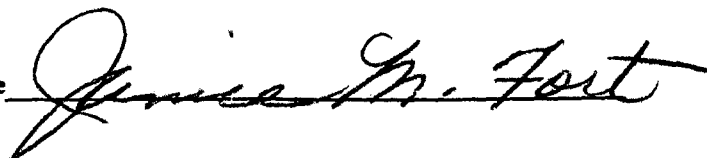


Vernon A. Williams
Secretary

Enclosure(s)

\$ 44.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



11400-MM
FEB 1997

CORRECTION AGREEMENT

CORRECTION AGREEMENT dated as of ~~December~~ ^{JANUARY} 15, 1998⁷, between Bankers Trust Company, as successor trustee (the "Trustee") under an Equipment Trust Agreement, dated as of January 15, 1980 (as amended or restated, the "Trust Agreement"), and Trinity Industries Leasing Company, a Delaware corporation (the "Company").

PRELIMINARY STATEMENT

Pursuant to (i) the Third Supplement to the Trust Agreement dated as of March 25, 1992 recorded with the Surface Transportation Board ("STB") on March 30, 1992 under Recordation No. 11400-V, (ii) the Bill of Sale dated as of March 25, 1992 recorded with the STB on March 30, 1992 under Recordation No. 11400-X, and (iii) the Assignment dated as of March 25, 1992 recorded with the STB on March 30, 1992 under Recordation No. 11400-W, the railroad cars described in Exhibit A attached hereto (the "Subject Equipment") and the Railroad Car Lease Agreement described in Exhibit B attached hereto, insofar as it related to the Subject Equipment (the "Subject Lease"), were conveyed and assigned to the Trustee as Trust Equipment and as an Existing Lease under the Trust Agreement effective as of March 25, 1992.

In accordance with Section 5.05 of the Trust Agreement, the Company and the Trustee executed a Partial Termination and Release dated as of June 26, 1992 and recorded with the STB on June 29, 1992 under Recordation No. 11400-BB, pursuant to which the Trustee terminated and released its rights in and to the Released Property, as defined therein (the "Partial Termination and Release").

Through inadvertence, the Subject Equipment and the Subject Lease were not included among the Released Property released pursuant to the Partial Termination and Release.

Pursuant to (i) the Second Supplement to the Equipment Trust Agreement dated as of September 9, 1991 between the Bank of New York, as successor Trustee and the Company (the "Series 8 Trust Agreement") (said Second Supplement being dated as of February 10, 1993 and recorded with the STB on February 16, 1993 under Recordation No. 17520-F), (ii) the Bill of Sale dated as of February 10, 1993 recorded with the STB on February 16, 1993 under Recordation No. 17520-H and (iii) the Assignment dated as of February 10, 1993, recorded with the STB on February 16, 1993 under Recordation No. 17520-G, the Subject Equipment and the Subject Lease were conveyed and assigned to the Trustee of the Series 8 Trust Agreement as Trust Equipment and as an Existing Lease under the Series 8 Trust Agreement effective as of February 10, 1993.

Pursuant to the Bill of Sale dated December 21, 1995 recorded with the STB on December 26, 1995 under Recordation No. 17520-CC,

the Trustee of the Series 8 Trust Agreement conveyed the Subject Equipment to the Company effective December 26, 1995.

In accordance with Section 5.05 of the Trust Agreement, (i) the Company and the Trustee executed a Termination and Release Agreement dated as of August 26, 1994 recorded with the STB on August 30, 1994 under Recordation No. 11400-KK (the "Complete Termination and Release"), and (ii) the Trustee executed the Bill of Sale dated as of August 26, 1994 recorded with the STB on August 30, 1994 under Recordation No. 11400-LL (the "Bill of Sale"), pursuant to which the Trustee conveyed to the Company, and terminated and released all of its rights in and to, the Released Property (as defined therein) in exchange for the Company's tender of cash in an amount equal to the principal balance and accrued interest remaining to be paid on the Trust Certificates issued pursuant to the Trust Agreement, and as a result thereof, the Equipment Trust (Series 1) established by the Trust Agreement was terminated.

The Company and the Trustee desire to correct the error of not having included the Subject Equipment and the Subject Lease in the Partial Termination and Release by entering into this Correction Agreement to be effective from and after June 26, 1992 (the "Effective Date").

In accordance with Section 5.05 of the Trust Agreement, the Company desires that the Trustee terminate and release its rights in and to the Subject Equipment and the Subject Lease, insofar as the Lease covers the Subject Equipment, as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Company has previously tendered to the Trustee Equipment of a fair value no less than the fair value of the Released Equipment (as defined in the Partial Termination and Release), including the fair value of the Subject Equipment, in exchange for the Trustee's assignment of such Released Equipment to the Company;
2. The Company has previously tendered to the Trustee cash in consideration of the Complete Termination and Release, the Bill of Sale and the Trustee's rights in the Released Property under the Trust Agreement; and
3. The Trustee does hereby amend the Partial Termination and Release and the Complete Termination and Release and does hereby release, quitclaim, surrender and discharge unto the Company, its successors and assigns, all of its right, title and interest in and to (i) the Subject Equipment and (ii) the Subject Lease, insofar and only insofar as the Lease covers the Subject Equipment

(collectively, the "Subject Released Property"), which the Trustee has or to which the Trustee may be entitled by virtue of the Trust Documents and hereby declares that the liens and security interests in the Subject Released Property created by the Trust Documents are fully released and discharged.

IN WITNESS WHEREOF this Correction Agreement is executed the date first written above, but to be effective as of the Effective Date.

BANKERS TRUST COMPANY,
Successor Trustee

By: Kevin Weeks
Name: KEVIN WEEKS
Title: ASSISTANT TREASURER

Attest:

Susan Johnson
Name: SUSAN JOHNSON
Title: ASSISTANT VICE PRESIDENT

STATE OF NEW YORK

§
§
§

COUNTY OF NEW YORK

On this 15th day of JANUARY, 1996, before me personally appeared KEVIN WEEKS, to me personally known, who, being by me duly sworn, says that he/she is a ASSISTANT TREASURER of Bankers Trust Company, a New York banking corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Margaret Berez
Signature of Notary Public

My Commission expires: _____

MARGARET BEREZA
Notary Public, State of New York
No. 31-5023900
Qualified in New York County
Commission Expires 2-22-98

TRINITY INDUSTRIES LEASING
COMPANY

By:

F. Dean Phelps
F. Dean Phelps
Vice President

Attest:

Neil O. Shoop
Neil O. Shoop
Assistant Secretary

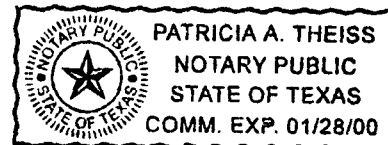
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 14th day of JANUARY, 1998, before me personally appeared F. Dean Phelps, to me personally known, who, being by me duly sworn, says that he is a Vice president of Trinity Industries Leasing Company, a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Patricia A. Theiss
Signature of Notary Public

My Commission Expires: 1-28-00



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EXHIBIT A
DESCRIPTION OF SUBJECT EQUIPMENT

<u>QUANTITY AND TYPE</u>	<u>CLASS</u>	<u>CAPACITY</u>	<u>CAR NUMBERS</u>
3 Hopper	LO	4,750 cu.ft.	TILX 500132 TILX 500493 TILX 500660

EXHIBIT B
DESCRIPTION OF SUBJECT LEASE

Railroad Car Lease Agreement, dated November 19, 1990 between Trinity Industries Leasing Company and United States Borax and Chemical Corporation covering the following described railroad cars (Rider 1):

<u>NUMBER OF CARS</u>	<u>TYPE</u>	<u>CAR NUMBERS</u>
3	4,750 cu.ft. LO Covered Hopper Cars	TILX 500132 TILX 500493 TILX 500660

DDD0A7D3